



Term Contract

Vendor No. 100051323
Contact SHELLY DUGGER
Your reference SP-06-0329

SYSCO FOOD SERVICES OF ARKANSAS INC
PO Box 194060
LITTLE ROCK AR 72209

Contract No. 4600011345
Date 08/01/2006

Contact Howard Nesmith
Telephone 501-371-6055
Fax 501-324-9311

Our ref. ST
Incoterms FOB
DESTINATION

Send Invoice To:

AS SPECIFIED ON AGENCY'S PURCHASE
ORDER

Ship To:

Valid from: 08/04/2006

Valid to: 06/30/2008

REFERENCE TRACKING NUMBER: SP-06-0329
COMMODITY: GROCERIES
CONTRACT TYPE: TERM (OUTLINE AGREEMENT)

CONTRACT PERIOD: AUGUST 4, 2006 through JUNE 30, 2008

* * * ZONE FIVE AWARD * * *

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT YOUR AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

VENDOR NAME: Sysco Food Service
VENDOR PHONE #: 501-562-4111
VENDOR FAX # 501-562-1092
VENDOR E-MAIL ADDRESS: dugger.shelly@ar.sysco.com
FEDERAL ID#: 73-1576314

F.O.B.: AS SPECIFIED BY AGENCY PURCHASE ORDER

SUMMARY REPORTS

Awarded vendors will be required to issue a summary report on purchases made by item number, brand, zone, pack/size, quantity, and agencies. This report must be sent to the Office of State Procurement by October 1, 2007 to cover orders placed during the first 12 months of this contract.

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Purchasing Official/Fiscal Officer

8/4/06
Date

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A second report, covering orders for the second period of this contract, will be required by October 1, 2008, after contract expiration. Both reports should be sent to the attention of Howard Nesmith, Buyer.

MANDATORY USAGE

This contract is mandatory for the agencies listed in this document and it shall be up to the successful contractors to extend cooperative participation to other state agencies not listed.

QUANTITIES:

Quantities represented herein are estimates only for one (1) year and should not be construed as maximum or minimum requirements. Quantities are accurate to the best of our ability, but do not represent a minimum or maximum requirement. User agency population fluctuations may effect the total requirements for each line item.

SPECIFICATIONS:

Agency receiving personnel shall check all products when delivered and notify the Office of State Procurement, Attn: Howard Nesmith, Buyer if they do not conform to specifications. Arrangements may be made for a State or Federal Inspector to examine the product to verify nonconformance.

Drain weights, minimum weights for the items listed shall conform to those specified in the applicable current federal standard for grade for the product.

PRIVATE LABEL PRODUCTS WILL NOT BE ACCEPTED WHEN SPECIFIC BRANDS HAVE BEEN REQUESTED. PACKER BRAND IS NOT ACCEPTABLE AS SPECIFYING BRAND NAME.

No distressed or salvaged food will be accepted.

All products delivered shall be from the latest season's pack. All products will be delivered in first-class condition. No damaged cans or bags will be accepted. Damaged packages, i.e., torn, crushed or otherwise exposed to the elements or damaged in a manner so as to lose eye appeal will be refused. Contractor will be responsible for replacement of any item so refused.

SHELF LIFE OF FOOD:

SIX MONTHS - Powdered milk, dried fruit and vegetables and crackers.

ONE YEAR - Canned condensed meat and vegetable soups, canned fruits, fruit juice and canned vegetables, peanut butter, jelly, nuts.

All other items must have a 60-day shelf life from the time of delivery.

AUTHORIZATION FOR SHIPMENT:

Purchase order from the using agency will authorize shipment. Orders from the agency shall be placed with the vendor seven (7) days prior to the specified delivery date.

PACKAGING/TRANSPORTING:

Products delivered shall be processed and packed in accordance with good commercial practice and shall

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conform to all applicable standards promulgated under the Federal Food, Drug and Cosmetic Act in effect at time of shipment.

Shipping cases shall be plainly marked on one end describing name and brand of product, quantity and weight of cartons.

DELIVERY:

DELIVERY IS F.O.B. DESTINATION PREPAID FREIGHT - INSIDE DELIVERY WITH SEVEN (7) CALENDAR DAYS AFTER RECEIPT OF PURCHASE ORDER OR AS SPECIFIED ON AGENCY PURCHASE ORDER TO VARIOUS FOB POINTS AS LISTED IN BID.

All transportation expenses will be the responsibility of the contractor.

DELIVERY REQUIREMENTS:

The contractor shall deliver products in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized order. Delivery shall include unloading shipments at the state agency's dock or other designated unloading site as requested by the state agency.

Some agency's have special limitations as to truck size, delivery dock and material handling capabilities that must be adhered to. Such special instructions will be indicated on the agency's purchase order. Actual examples of limitations include but are not limited to: Southeast Arkansas Community Corrections, Pine Bluff, AR has no delivery dock; Omega Center, Malvern, AR can not accept trucks larger than 48 foot; Arkansas School for the Blind, Little Rock, AR has no delivery dock, inside delivery location below ground level with very limited usage of elevator.

"Working days" shall be defined as Monday thru Friday of each week exclusive of all official State holidays.

All deliveries must be coordinated with the state agency. Vendors unable to make scheduled deliveries for any reason shall notify recipient agency in advance (preferably 24 hours, if possible) of delivery schedule problems.

All purchase orders received on the last day of the contract must be shipped at the contract price.

Any item listed herein that is not delivered in a timely manner or when delivered does not conform to the requirements of the purchase order, may be purchased on the open market by the using agency. The contract vendor may be charged for any product cost incurred by the state that is in excess of the contracted price.

Damaged packages, i.e., torn, crushed or otherwise exposed to the elements or damaged in a manner so as to lose eye appeal will be refused. Contractor will be responsible for replacement of any item so refused.

REIMBURSEMENT FOR DAMAGED (UNUSABLE) PRODUCTS:

All returns, such as dented cans, broken cases or unusable product shall be picked up by the vendor within thirty days. After thirty days the agency may discard product. If replacement or credit is not made within thirty (30) days the credit will be deducted from the vendor's unpaid invoice.

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PRICE ESCALATION:

For the initial contract all prices quoted shall be firm through October 31, 2006.

It should be noted that item(s) price decrease will be expected and accepted at any time during the contract period.

During the term of this contract the opportunity for item(s) price increases will be made available once every 4 months. The vendor must submit a written request for price increases during the time frame as outlined below for their effectiveness date to the Office of State Procurement, Attn: Howard Nesmith, Buyer.

For price changes effective November 1, 2006 through February 28, 2007 requests must be submitted between October 1, 2006 through October 15, 2006.

For price changes effective March 1, 2007 through June 30, 2007 requests must be submitted between February 1, 2007 through February 15, 2007.

For price changes effective July 1, 2007 through October 31, 2007 requests must be submitted between June 1, 2007 through June 15, 2007.

For price changes effective November 1, 2007 through February 28, 2008 requests must be submitted between October 1, 2007 through October 15, 2007.

For price changes effective March 1, 2008 through June 30, 2008 requests must be submitted between February 1, 2008 through February 15, 2008.

Written price increase requests shall be supported by documentary evidence, including manufacturer/broker discounts and charge backs to justify the increase. National commodity pricing and futures provided by independent and industry accepted market report can also be used when documentation includes the bid opening date as a base period. Price increases will be limited to the actual dollar increase per case incurred by the awarded contractor from their supplier or manufacturer. Invoices including manufacturer/broker rebates, discounts and charge backs, both prior and current to date of request, must be submitted to support your price adjustment request.

In the event of a State or National Emergency, Natural Disaster, Weather Phenomenon, State or Federal Executive Order price increase requests will be considered.

Note: Vendors shall not delay or stop deliveries pending price changes. Price changes will be effective on items with an order date after the effectiveness date. The order date is the date of the State issued purchase order to the vendor. Items that have an order date prior to the newest effectiveness date will be invoiced at the current effective price on the date of the purchase order regardless of when delivery is accepted.

The State reserves the right to reject any price adjustment request within 30 days of the request. No further requests for item price increase adjustment shall be considered. If the price change is not acceptable due to any reason, price will then be negotiated with the Office of State Procurement.

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Should the Office of State Procurement refuse to grant a price escalation the Vendor may withdraw a line item bid if the continuance of providing such item is detrimental to the company's operations. In the event a line item is withdrawn, it will remain withdrawn for the full term of this contract. In the event an item being withdrawn is part of an "All or None" grouping the entire grouping may be withdrawn from the requesting Vendor. The Office of State Procurement reserves the right to determine if allowing the Vendor to continue supplying the remaining "All or None" grouping is in the best interest of the State.

THE AGENCIES ARE AS FOLLOWS:

ZONE 1

Arkansas Department of Correction
Warehouse Dist.
7600 Correction Circle
Pine Bluff, AR 71601

Arkansas Health Center
6701 Hwy 67
Benton, AR 72015

Human Development Center
Alexander Unit
Alexander, AR 72002

School for the Blind
2600 W. Markham
Little Rock, AR 72205

School for the Deaf
2400 W. Markham
Little Rock, AR 72205

Human Development Center
Conway Unit
Siebenmorgan Road
Conway, AR 72032

Hot Springs Rehab. Center
105 Reserve
Hot Springs, AR 71902

Southeast Arkansas
Community Correction Ctr.
7301 West 13th
Pine Bluff, AR 71602

Central Arkansas

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Community Correction Ctr.
4823 West 7th
Little Rock, AR 72204

Omega Center
104 Walco Lane
Malvern, AR 72104

ZONE 2
Human Development Center
Booneville Unit
Hwy. 116 South
Booneville, AR 72927

ZONE 3
Human Development Center
4701 Colony Drive
Jonesboro, AR 72401

Northeast Arkansas
Community Correction Center
1351 Cyro Road
Osceola, AR 72370

ZONE 4
Human Development Center
Warren Unit
#1 Center Circle
Warren, AR 71671

ZONE 5
Human Development Center
Arkadelphia Unit
Hwy. 390 (Caddo Valley)
Arkadelphia, AR 71923

Arkansas Law Enforcement
Training Academy
East Camden, AR 71701

Southwest Arkansas
Community Correction Center
506 Walnut

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Texarkana, AR 71854				
Item	Material/Description	Target QtyUM	Unit Price	Amount
0010	10124620 Food, Baby, Apples, Strained, 4 - 4.5 oz Heinz, 24/4 oz	4 Case	11.30	\$ 45.20
0020	10124621 Food, Baby, Bananas, Strained, 4 - 4.5 o Heinz, 24/4 oz	4 Case	11.30	\$ 45.20
0030	10124622 Food, Baby, Peaches, Strained, 4 - 4.5 o Heinz, 24/4 oz	4 Case	11.30	\$ 45.20
0040	10124623 Food, Baby, Pears, Strained, 4 - 4.5 oz Heinz, 24/4 oz	4 Case	11.30	\$ 45.20
0050	10124624 Food, Baby, Beef, Strained, 2.5 - 3.5 oz Heinz, 24/2.5 oz	4 Case	15.20	\$ 60.80
0060	10124625 Food, Baby, Carrots, Strained, 4 - 4.5 o Heinz, 24/4 oz	4 Case	11.30	\$ 45.20
0070	10124626 Food, Baby, Chicken, Strained, 2.5 - 3.5 Heinz, 24/2.5 oz	4 Case	15.20	\$ 60.80
0080	10124627 Food, Baby, Corn , Strained, 3 - 4.5 oz Gerber, 24/4.5 oz, (No Sweet Potato as additive)	4 Case	14.88	\$ 59.52
0090	10124628 Food, Baby, Green Beans, Strained, 4 - 4 Heinz, 24/4 oz	4 Case	11.30	\$ 45.20
0100	10124629 Food, Baby, Ham, Strained, 2.5 - 3.5 oz Gerber, 12/2.5 oz	4 Case	10.72	\$ 42.88

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Item	Material/Description	Target QtyUM	Unit Price	Amount
0110	10124630 Food, Baby, Peas, Strained, 4 - 4.5 oz Heinz, 24/4 oz	4 Case	11.30	\$ 45.20
0120	10124631 Food, Baby, Squash, Strained, 4 - 4.5 oz Heinz, 24/4 oz	4 Case	10.92	\$ 43.68
0130	10124632 Food, Baby, Sweet Potatoes, Strained, Heinz, 24/4 oz	4 Case	10.92	\$ 43.68
0140	10124633 Food, Baby, Veal, Strained, 2.5 - 3.5 oz Gerber, 12/2.5 oz	4 Case	14.00	\$ 56.00
0150	10124634 Beverage, Base, Pre-Sweetened, Assorted Kool-Aid, 12/5.5 oz, Six (6) each: Cherry, Grape, Tropical Punch, Lemonade.	10 Case	28.00	\$ 280.00
0160	10124636 Beverage, Base, Colorless, Assorted Kool-Aid, 288/2 qt	17 Case	63.40	\$ 1,077.80
0170	10124637 Beverage, Base, Assorted Flavors, Kool-Aid, 12/2 qt, Cherry, Grape, Tropical Punch, Orange, Peach, Lemonade.	10 Case	34.27	\$ 342.70
0180	10124638 Beverage, Base, Assorted Flavors, 72 oz Kool-Aid, 4/72 ct	15 Case	63.40	\$ 951.00
0190	10124639 Beverage, Power Mix, Gatorade, Assorted Gatorade, 32/21 oz	10 Case	76.85	\$ 768.50
0200	10124640 Beverage, Power Mix, Gatorade, Lemon- Gatorade, 32/21 oz	1 Case	76.85	\$ 76.85

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Item	Material/Description	Target QtyUM	Unit Price	Amount
0210	10124648 Cocoa, Mix, Hot, Individual Packets Citavo, 6/50ct, 1 oz	20 Case	31.00	\$ 620.00
0220	10124649 Breakfast, Instant, Individual Packets, Carnation, 6/10 ct, 12/6 oz, Chocolate, Vanilla & Strawberry	16 Case	21.40	\$ 342.40
0230	10124650 Coffee, Drip Grind, Cans or Vacuum Bags, Folgers or Maxwell House, 6/39 oz	7,020 pound, US	3.35	\$ 23,517.00
0240	10124651 Coffee, Decaffeinated, Ground, Vacuum - Folgers or Maxwell House, 6/39 oz	248 pound, US	3.73	\$ 925.04
0250	10124654 Coffee, Instant, Decaffeinated, 6 - 12 o Maxwell House, 12/8 oz	48 pound, US	8.42	\$ 404.16
0260	10124655 Coffee, Packets, Bun-O-Matic, 0.9 - 2 oz Folgers or Maxwell House, 160/9 oz	1 Case	70.66	\$ 70.66
0270	10124656 Coffee, Drip Grind, Vacuum Pack Tins, 39 Folgers or Maxwell House, 6/39 oz	90 Case	47.78	\$ 4,300.20
0280	10124657 Creamer, Coffee, Powder, Individual Non- Coffee Mate, 1/1000 pkg	50 Case	19.78	\$ 989.00
0290	10124658 Creamer, Coffee, Non-Dairy, 6 - 12 oz Coffee Mate, 12/11 oz	30 Case	12.16	\$ 364.80
0300	10124659 Tea, Instant, Individuals, 3 - 6.75 oz Price Saver, 12/3 oz	10 Case	23.75	\$ 237.50
0310	10124660 Tea, Instant, Individuals, Decaffeinated	10 Case	39.23	\$ 392.30

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	Lipton, 12/3 oz			
0320	10124661 Tea, Bags, Decaffinated, 1 oz S & D, 48/1 oz	306 Case	13.10	\$ 4,008.60
0330	10124662 Tea, Bags, Orange Pekoe & Black Fancy, S & D, 96/1 oz	80 Case	9.00	\$ 720.00
0340	10124663 Tea, Bags, Orange Pekoe & Black Fancy, 3 House Recipe, 32/3 oz	1 Case	19.60	\$ 19.60
0350	10124665 Beverage, Gatorade, Assorted Flavors, 18 Gatorade, 24/20 oz	1 Case	15.20	\$ 15.20
0360	10124666 Beverage, Gatorade, Lemon Lime, 18 - 24 Gatorade, 24/20 oz	1 Case	15.20	\$ 15.20
0370	10124667 Beverage, Gatorade, Assorted Flavors, 30 Gatorade, 12/32 oz	50 Case	13.35	\$ 667.50
0380	10124668 Beverage, Gatorade, Lemon Lime, 30 - 36 Gatorade, 12/32 oz	144 Case	13.35	\$ 1,922.40
0390	10124669 Beverage, Juice, Apple, Pop Top, 5.5 - 6 Sahara Burst, 48/6 oz, Not Refrigerated, MUST BE 100% JUICE	1 Case	12.96	\$ 12.96
0400	10124670 Beverage, Juice, Grape, Pop Top, 5.5 - 6 Sahara Burst, 48/5.5 oz, Not Refrigerated, MUST BE 100% JUICE	1 Case	13.84	\$ 13.84
0410	10124671 Beverage, Juice, Orange, Pop Top, 5.5 - Sahara Burst, 48/5.5 oz, Not Refrigerated, MUST BE 100% JUICE	1 Case	14.55	\$ 14.55

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0420	10124672 Beverage, Juice, Pineapple, Pop Top, 5.5 Sahara Burst, 48/5.5 oz, Not Refrigerated, MUST BE 100% JUICE	1 Case	13.30	\$ 13.30
0430	10124673 Beverage, Juice, Tomato Juice, Pop Top, Sahara Burst, 48/5.5 oz, Not Refrigerated, MUST BE 100% JUICE	1 Case	13.59	\$ 13.59
0440	10124674 Beverage, Juice Vegetable Blend Pop Top V8, 48/5.5 oz	1 Case	20.00	\$ 20.00
0450	10124675 Beverage, Juice, Hawaiian Punch, Cartons Hawaiin Punch, 27/6.75	52 Case	7.48	\$ 388.96
0460	10124692 Juice, Lemon, Reconstituted, Individuals PPI, 500/1/8 oz	6 Case	11.28	\$ 67.68
0470	10124694 Cereal, Rice, Cream of, 24 - 30 oz Nabisco, 12/28 oz	1 Case	36.94	\$ 36.94
0480	10124696 Cereal, Wheat, Cream of, 24 - 30 oz Hospitality, 12/42 oz, Quick-Cooking	16 Case	12.99	\$ 207.84
0490	10124719 Butter, Peanut, Individual, 0.50 - 2 oz House Recipe, 200/.5 oz	26 Case	19.10	\$ 496.60
0500	10124720 Butter, Peanut, 12 - 18 oz House Recipe, 12/18 oz	66 Case	20.50	\$ 1,353.00
0510	10124726 Syrup, Waffle, Maple Flavored, 32 oz Price Saver, 12/1 qt	40 Case	13.90	\$ 556.00
0520	10124727 Syrup, White, Karo, 32 oz	28 Case	24.89	\$ 696.92

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	Karo, 6/32 oz			
0530	10124728 Mustard, Individual, 5.5 grams Sysco, 1000/5.5 grams	1,359 Case	10.50	\$ 14,269.50
0540	10124729 Salad Dressing, Individual, 12 grams Sysco, 200/12 grams	44 Case	5.95	\$ 261.80
0550	10124730 Salad Dressing, French, Individual, 12 g Heinz, 200/12 grams	1,312 Case	7.35	\$ 9,643.20
0560	10124731 Salad Dressing, Italian, Individual, 12 Heinz, 200/12 grams	12 Case	6.75	\$ 81.00
0570	10124732 Salad Dressing, Ranch, Individual, 12 gr Heinz, 200/12 grams	20 Case	7.96	\$ 159.20
0580	10124733 Salad Dressing, Thousand Island Heinz, 200/12 grams	6 Case	7.96	\$ 47.76
0590	10124734 Tarter Sauce, Individual, 12 grams House Recipe, 500/12 grams	31 Case	18.79	\$ 582.49
0600	10124735 Tomato Catsup, Individual, 9 grams Heinz, 1000/9 grams	9 Case	15.95	\$ 143.55
0610	10124737 Mustard, 8 - 14 oz Heinz, 12/8 oz	50 Case	8.10	\$ 405.00
0620	10124738 Dressing, Salad, Italian, 10 - 18 oz Kraft, 12/8 oz	10 Case	16.54	\$ 165.40

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Item	Material/Description	Target QtyUM	Unit Price	Amount
0630	10124740 Dressing, Salad, Miracle Whip, 32 oz Miracle Whip, 12/1 qt	50 Case	46.75	\$ 2,337.50
0640	10124741 Dressing, Salad, Miracle Whip, 1 gal Kraft, 4/1 gal	195 Case	31.16	\$ 6,076.20
0650	10124742 Mayonnaise, Lite, Cholesterol Free, Kraft, 4/1 gal	16 Case	29.08	\$ 465.28
0660	10124743 Mayonnaise, 1 gal Kraft, 4/1 gal	300 Case	25.96	\$ 7,788.00
0670	10124744 Mustard, 1 gal Frenches, 4/1 gal	39 Case	14.30	\$ 557.70
0680	10124745 Dressing, Salad, 1 gal Kraft, 4/1 gal	100 Case	30.83	\$ 3,083.00
0690	10124746 Dressing, Salad, Coleslaw, 1 gal Kraft, 4/1 gal	12 Case	28.93	\$ 347.16
0700	10124747 Dressing, Salad, French, 1 gal Kraft, 4/1 gal	116 Case	26.04	\$ 3,020.64
0710	10124748 Dressing, Salad, Italian, 1 gal Kraft, 4/1 gal	66 Case	26.32	\$ 1,737.12
0720	10124749 Dressing, Salad, Ranch, 1 gal Kraft, 4/1 gal	124 Case	30.00	\$ 3,720.00
0730	10124750 Dressing, Salad, Russian, 1 gal	10 Case	27.05	\$ 270.50

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	Kraft, 4/1 gal			
0740	10124751 Dressing, Salad, Thousand Island, 1 gal Kraft, 4/1 gal	118 Case	26.45	\$ 3,121.10
0750	10124753 Catsup, Tomato, #10 Heinz, 6/#10	300 Case	15.94	\$ 4,782.00
0760	10124754 sauce,A1,5 oz A1, 24/5 oz	10 Case	37.70	\$ 377.00
0770	10124755 Sauce, AuJus, 4 - 8 oz Aujus, 12/8 oz	1 Case	20.96	\$ 20.96
0780	10124756 Sauce, Barbeque, 1 gal Kraft, 4/1 gal	154 Case	31.74	\$ 4,887.96
0790	10124760 Sauce, Chili, # 10 Heinz, 6/#10	200 Case	23.35	\$ 4,670.00
0800	10124762 Sauce, Chop Suey, 5 oz Kikkoman, 24/5 oz	1 Case	11.95	\$ 11.95
0810	10124763 Sauce, Enchilada, 128 - 138 oz Casasolana, 4/1 gal	1 Case	24.83	\$ 24.83
0820	10124764 Sauce, Heinze 57, 5 oz Heinz, 24/5 oz	8 Case	35.90	\$ 287.20
0830	10124766 Sauce, Hot, Louisiana, 5 - 6 oz Louisiana, 24/6 oz, Louisiana Hot Sauce Only	24 Case	13.45	\$ 322.80

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0840	10124767 Sauce, Pepper, 5 - 6 oz Bruce, 12/6 oz	18 Case	11.89	\$ 214.02
0850	10124769 Sauce, Picante', Ready To Serve, 1 gal Casasolana, 4/1 gal	248 Case	27.86	\$ 6,909.28
0860	10124770 Sauce, Spaghetti, #10 Hunts, 6/#10	42 Case	25.75	\$ 1,081.50
0870	10124771 Sauce, Steak, 5 oz Lea & Perrin, 24/5 oz	1 Case	31.74	\$ 31.74
0880	10124772 Sauce, Sweet And Sour, 50 - 64 oz LaChoy, 1 gal	1 Case	12.82	\$ 12.82
0890	10124773 Sauce, Tabasco, 2 oz McIlhenny, 24/2 oz	22 Case	24.50	\$ 539.00
0900	10124781 Olives, Black, Pitted, Whole, #10 Sysco, 6/#10	1 Case	35.00	\$ 35.00
0910	10124782 Olives, Black, Sliced, #10 Sysco, 6/#10	10 Case	31.60	\$ 316.00
0920	10124783 Olives, Green, Pitted, Whole, #10 Sysco, 4/1 gal	1 Case	37.30	\$ 37.30
0930	10124784 Olives, Green, Sliced, #10 Sysco, 4/1 gal	10 Case	40.04	\$ 400.40
0940	10124785 Peppers, Pickled, Jalapeno, #10	106 Case	22.23	\$ 2,356.38

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	Sysco, 6/#10			
0950	10124786 Peppers, Pickled, Red, #10 Sysco, 4/1 gal	12 Case	24.96	\$ 299.52
0960	10124787 Peppers, Red, Diced, #10 Dunbar, 6/#10	1 Case	34.80	\$ 34.80
0970	10124788 Pickles, Slices, Cucumber, Sweet, #10 Heinz, 6/#10 (Bread And Butter)	100 Case	22.06	\$ 2,206.00
0980	10124817 Potatoes, Dehydrated, Scalloped, 28 - 36 Sysco, 6/36 oz	1 Case	34.20	\$ 34.20
0990	10124818 Potatoes, Scalloped, Classic Casserole, Sysco, 6/2.25 lbs	1 Case	33.75	\$ 33.75
1000	10124819 Potatoes, Dehydrated, Slices, White, 5 lb Sysco, 4/5 lbs	300 Case	39.35	\$ 11,805.00
1010	10124833 Beef Stew, #10 Sysco, 6/#10	1 Case	50.20	\$ 50.20
1020	10124837 Soup, Chicken & Rice, 7 - 8 oz Campbell, 24/7.14 oz	1 Case	13.19	\$ 13.19
1030	10124838 Soup, Chicken Noodle, 7 - 8 oz Campbell, 24/7.14 oz	1 Case	13.13	\$ 13.13
1040	10124839 Soup, Cream Of Chicken, 7 - 8 oz Campbell, 24/7.14 oz	6 Case	14.24	\$ 85.44

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Item	Material/Description	Target QtyUM	Unit Price	Amount
1050	10124840 Soup, Potato, 7 - 8 oz Campbell, 24/10.75 oz	6 Case	26.79	\$ 160.74
1060	10124841 Soup, Tomato, 7 - 8 oz Campbell, 24/7.14 oz	6 Case	13.19	\$ 79.14
1070	10124842 Soup, Vegetable, 7 - 8 oz Campbell, 24/7.14 oz	6 Case	14.14	\$ 84.84
1080	10124843 Soup, Vegetable Beef, 7 - 8 oz Campbell, 24/7.14 oz	6 Case	15.22	\$ 91.32
1090	10124844 Soup, Chicken Noodle, Individual, 9 - 10 Campbell, 48/10 oz	14 Case	44.28	\$ 619.92
1100	10124845 Soup, Chicken & Rice, 48 - 52 oz Heinz, 12/50 oz	100 Case	28.84	\$ 2,884.00
1110	10124846 Soup, Chicken Noodle, 48 - 52 oz Heinz, 12/50 oz	130 Case	22.39	\$ 2,910.70
1120	10124847 Soup, Cream Of Celery, 48 - 52 oz Heinz, 12/50 oz	120 Case	22.39	\$ 2,686.80
1130	10124848 Soup, Cream Of Chicken, 48 - 52 oz Heinz, 12/50 oz	180 Case	25.62	\$ 4,611.60
1140	10124849 Soup, Cream Of Mushroom, 48 - 52 oz Heinz, 12/50 oz	175 Case	24.29	\$ 4,250.75
1150	10124850 Soup, Potato, 48 - 52 oz	100 Case	39.24	\$ 3,924.00

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	Campbell, 12/50 oz			
1160	10124851 Soup, Tomato, 48 - 52 oz Heinz, 12/50 oz	114 Case	19.30	\$ 2,200.20
1170	10124852 Soup, Vegetable, 48 - 52 oz Heinz, 12/50 oz	136 Case	25.65	\$ 3,488.40
1180	10124853 Soup, Vegetable Beef, 48 - 52 oz Heinz, 12/50 oz	130 Case	38.06	\$ 4,947.80
1190	10124859 Vegetables, Canned, Rotel, Diced Tomatoe Rotel, 24/10 oz	40 Case	19.72	\$ 788.80
1200	10124916 Canned, Chicken, Boned Sysco, 12/50 oz	4 Case	73.60	\$ 294.40
1210	10124917 Canned, Chili Con Carne, W/Beans Sysco, 6/#10	24 Case	38.65	\$ 927.60
1220	10124919 Canned, Chili, Without Beans Shurfine, 24/15 oz	136 Case	26.00	\$ 3,536.00
1230	10124922 Canned, Dumplings, With Chicken Sysco, 12/48 oz	1 Case	39.60	\$ 39.60
1240	10124946 Canned, Fruit, Applesauce Armour, 24/12 oz	1 Case	27.96	\$ 27.96
1250	10124928 Sausage, Vienna, Whole, All Meat Armour, 48/5 oz (Chicken Unacceptable)	1 Case	30.94	\$ 30.94

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Item	Material/Description	Target QtyUM	Unit Price	Amount
1260	10124929 Canned, Ravioli, Beef In Tomato & Meat Chef Boyardee, 6/#10	309 Case	25.56	\$ 7,898.04
1270	10124930 Canned, Fruit, Apples, Sliced, In Light Lucky Leaf, 12/20 oz	300 Case	21.76	\$ 6,528.00
1280	10124931 Canned, Fruit, Applesauce, Light Syrup Sysco, 24/303	1 Case	16.45	\$ 16.45
1290	10124933 Canned, Fruit, Cranberry Sauce, Jellied Sysco, 24/303, US Grade A	1 Case	19.54	\$ 19.54
1300	10124934 Canned, Fruit, Cocktail In Light Syrup, Sahara Burst, 48/4 oz	1 Case	16.83	\$ 16.83
1310	10124935 Canned, Fruit, Cocktail, Light Syrup Price Saver, 24/2.5 oz	1 Case	22.48	\$ 22.48
1320	10124936 Canned, Fruit, Grapefruit, Sections Sysco, 12/46 oz	1 Case	27.55	\$ 27.55
1330	10124938 Canned Fruit, Peaches, Yellow Cling Slice Shurfine, 24/2.5 oz, US Grade A	1 Case	19.00	\$ 19.00
1340	10124940 Canned, Fruit, Pineapple, Sliced, Light Dole, 24/20 oz, US Grade B	10 Case	27.56	\$ 275.60
1350	10124941 Cranberry Sauce, Individual Ocean Spray, 200/ 1/2 oz	1 Case	16.50	\$ 16.50
1360	10124964 Fruits, Dried, Prunes, Whole, Pitted	12 Case	89.79	\$ 1,077.48

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
	Sunsweet, 6/#10				
1370	10124967 Fruits, Dried, Raisins Sysco, 24/15 oz	37	Case	30.38	\$ 1,124.06
1380	10124968 Fruits, Dried, Raisins, Individuals BOG, 6/1 1/2 oz /bx 24 pks/cs	20	Case	21.95	\$ 439.00
1390	10124973 Sauce, Apple, Cinnamon or Regular Musselman, 72/4 oz	30	Case	24.28	\$ 728.40
1400	10124979 Puddings, Butterscotch, Individual Hunts, 48/5 oz	1	Case	15.96	\$ 15.96
1410	10124980 Puddings, Chocolate, Individual Handi Pak, 48/5 oz	6	Case	12.50	\$ 75.00
1420	10124981 Puddings, Lemon, Individual Hunts, 48/5 oz	20	Case	15.96	\$ 319.20
1430	10124982 Puddings, Vanilla, Individual Handi Pak, 48/5 oz	8	Case	12.50	\$ 100.00
1440	10124988 Crackers, Cheese Ritz, 48/1.5 oz	16	Case	15.18	\$ 242.88
1450	10124989 Crackers, Cheese on Cheese Austin, 120/4 ct	8	Case	13.60	\$ 108.80
1460	10124990 Crackers, Peanut Butter Austin, 120/4 ct	30	Case	13.60	\$ 408.00

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Item	Material/Description	Target QtyUM	Unit Price	Amount
1470	10124992 Cookies, Grahams Keebler, 150/1 oz	1 Case	25.68	\$ 25.68
1480	10125001 Crackers, Club, Salad Crackers Sunshine, 300/2 pkg	66 Case	12.45	\$ 821.70
1490	10125002 Crackers, Assortment Keebler, 25/cs, each case contains 6 sleeves each of Rye w/Caraway and Poppy Seed, Questo, Canape Wheat Rounds with Sesame Seeds and Crisp Bix (a Ritz like cracker).	1 Case	22.06	\$ 22.06
1500	10125003 Crackers, Ritz Town House, 30/4 oz	24 Case	23.45	\$ 562.80
1510	10125004 Crackers, Graham, Meal Keebler, 10 lbs	12 Case	10.79	\$ 129.48
1520	10125005 Crackers, Graham, High Fiber Keebler, 3 pkg	24 Case	16.99	\$ 407.76
1530	10125006 Crackers, Graham, Individual House Recipe, 3 per package, 200/2 ct	224 Case	10.75	\$ 2,408.00
1540	10125007 Crackers, Graham, Milk and Honey Keebler, 30/5.33 oz	60 Case	20.66	\$ 1,239.60
1550	10125008 Crackers, Soda, Salt Free, Fat Free Keebler, 300 pkg	6 Case	17.65	\$ 105.90
1560	10125009 Crackers, Soda, Salted Keebler, 300 pkg	32 Case	7.25	\$ 232.00

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
1570	10125010 Crackers, Soda, Salted, Multi-Pack Sunshine, 32/4 oz	64	Case	14.30	\$ 915.20
1580	10125011 Crackers, Wheat, Wheatsworth Wheatsworth, Stone Ground Wheat, Individual Packages, 8 lbs	1	Case	23.96	\$ 23.96
1590	10125012 Bakery Mix, Dessert, Dry, Angel Food General Mills, 12/16 oz	1	Case	32.73	\$ 32.73
1600	10125013 Bakery Mix, Dessert, Dry, Banana Nut General Mills, 6/5 lbs	1	Case	35.87	\$ 35.87
1610	10125014 Bakery Mix, Dessert, Dry, Brownie Mix General Mills, 6/6 lbs	215	Case	50.84	\$ 10,930.60
1620	10125015 Bakery Mix, Dessert, Dry, Carrot Cake General Mills, 6/4.96 lbs	1	Case	52.25	\$ 52.25
1630	10125016 Bakery Mix, Dessert, Dry, Cheese Cake Hospitality, 6/4 lbs	1	Case	32.95	\$ 32.95
1640	10125017 Bakery Mix, Dessert, Dry, Cherry General Mills, 6/5 lbs	1	Case	45.68	\$ 45.68
1650	10125018 Bakery Mix, Dessert, Dry, Devils Food General Mills, 6/5 lbs	100	Case	46.22	\$ 4,622.00
1660	10125019 Bakery Mix, Dessert, Dry Duncan Hines, 12/18.5 oz	36	Case	20.78	\$ 748.08
1670	10125020 Bakery Mix, Dessert, Dry, Gingerbread	8	Case	44.08	\$ 352.64

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	General Mills, 6/5 lbs			
1680	10125021 Bakery Mix, Dessert, Dry, Lemon General Mills, 6/5 lbs	100 Case	45.68	\$ 4,568.00
1690	10125022 Bakery Mix, Dessert, Dry, Lemon Duncan Hines, 12/18.5 oz	10 Case	20.78	\$ 207.80
1700	10125023 Bakery Mix, Dessert, Dry, Orange Pillsbury, 6/5 lbs	1 Case	56.78	\$ 56.78
1710	10125024 Bakery Mix, Dessert, Dry, Spice General Mills, 6/5 lbs	1 Case	45.68	\$ 45.68
1720	10125025 Bakery Mix, Dessert, Dry General Mills, 6/5 lbs	1 Case	45.68	\$ 45.68
1730	10125026 Bakery Mix, Dessert, Dry, White Duncan Hines, 12/18.5 oz	1 Case	20.78	\$ 20.78
1740	10125027 Bakery Mix, Dessert, Dry, Yellow General Mills, 6/5 lbs	100 Case	45.68	\$ 4,568.00
1750	10125028 Bakery Mix, Dessert, Dry, Yellow Duncan Hines, 12/18.5 oz	72 Case	20.78	\$ 1,496.16
1760	10125029 Bakery Mix, Dessert, Dry, Cheese Cake Jello, 12/11.5 oz, NON-COOK ONLY	55 Case	23.45	\$ 1,289.75
1770	10125031 Powder, Baking, 10 - 18 oz Clabber Girl, 24/10 oz	1 Case	31.98	\$ 31.98

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Item	Material/Description	Target QtyUM	Unit Price	Amount
1780	10125034 Butter, Substitute, Butter Flavor Butter Bud, 24/4 oz	6 Case	29.40	\$ 176.40
1790	10125035 Butter, Substitute, Plain Flavor, Molly McButter, 6/5.5 oz	20 Case	22.47	\$ 449.40
1800	10125036 Chocolate, Chips, Semi-Sweet, Real Hershey, 6/1 lb	8 Case	23.75	\$ 190.00
1810	10125039 Coconut, Shred, Fancy, Sweetened Bakers Classic, 10 lbs	50 Case	12.55	\$ 627.50
1820	10125049 Milk, Evaporated, #10 Sysco, 6/#10	36 Case	28.32	\$ 1,019.52
1830	10125050 Milk, Evaporated, 12 - 16 oz Sysco, 24/12 oz	38 Case	14.65	\$ 556.70
1840	10125053 Flour, All Purpose Shurfine, 4/10 lbs	1 pound, US	9.89	\$ 9.89
1850	10125054 Flour, General Purpose, Enriched, Bleach Sysco, 25 lbs	240 Case	5.40	\$ 1,296.00
1860	10125060 Flour, Wheat, Whole, Enriched Shawnee, 10 lbs	1 Case	6.15	\$ 6.15
1870	10125067 Smoke, Liquid Sysco, 1 qt	2 Case	3.88	\$ 7.76
1880	10125068 Marshmallows, White, Regular	1 Case	13.23	\$ 13.23

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
	Sysco, 12/1 lb				
1890	10125069 Marshmallows, White, Tiny Hospitality, 12/1 lb	126	Case	10.10	\$ 1,272.60
1900	10125074 Sugar, Cane, Granulated, Individuals Sysco, 3000/1/6 oz	31	Case	13.68	\$ 424.08
1910	10125075 Sweetener, Equal, Individuals Equal, 2000/ct	50	Case	25.27	\$ 1,263.50
1920	10125076 Sweetener, Splenda, Individuals Splenda, 2000/ct	8	Case	25.34	\$ 202.72
1930	10125077 Sweetener, Sweet & Low, Individuals Sweet & Low, 3/1000 ct	50	Case	20.85	\$ 1,042.50
1940	10125085 Sweetener, Sugarless, Liquid, 1 gal Fasweet, 4/1 gal	1	Case	25.50	\$ 25.50
1950	10125088 Gravy, Color, 32 oz Kitchen Bouquet, 12/qt	1	Case	64.23	\$ 64.23
1960	10125089 Topping, Dream Whip, Mix, 6 - 12 oz Dream Whip, 12/10.8 oz	20	Case	34.44	\$ 688.80
1970	10125090 Topping, Dream Whip, Mix, 12 - 16 oz Dream Whip, 12/10.8 oz	10	Case	34.44	\$ 344.40
1980	10125091 Coating, Pan, Aerosol, 9 - 16 oz Pam, 6/17 oz	92	Case	24.19	\$ 2,225.48

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Item	Material/Description	Target QtyUM	Unit Price	Amount
1990	10125092 Coating, Pan, Aerosol, 16 - 24 oz Pam, 6/17 oz	1 Case	24.19	\$ 24.19
2000	10125110 Coating, Pan, Pump Only, 9 - 16 oz Pam, 6/15.5 oz	1 Case	21.77	\$ 21.77
2010	10125111 Shortening, All Vegetable 2 - 5 lbs Crisco, 12/3 lbs	18 Case	38.62	\$ 695.16
2020	10125115 Oil, Vegetable, Pure, 32 oz Shurfine, 12/1 qt	6 Case	19.25	\$ 115.50
2030	10125119 Spices, Salt, Table, Granulated Sysco, 24/26 oz, Must Have Shaker/Pour Tops, Plastic Bags Are Not Acceptable.	135 Case	8.06	\$ 1,088.10
2040	10125155 Diabetic, Cake Mix, Yellow	1 Case	47.69	\$ 47.69
2050	10125156 Diabetic, Cake Mix, Chocolate, Lo-Na-Fat General Mills, 6/5 lbs	1 Case	51.53	\$ 51.53
2060	10125157 Dietetic Foods, Applesauce, 3 - 5 oz Sahara Burst, 72/4 oz, Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate That The Products Are The Dietetic Type.	10 Case	20.75	\$ 207.50
2070	10125158 Dietetic Foods, Beets, Sliced, #303 Sysco, 24/303, Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate That The Products Are The Dietetic Type.	6 Case	21.00	\$ 126.00
2080	10125159 Dietetic Foods, Fruit Cocktail	12 Case	19.95	\$ 239.40

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	Sysco, 24/303, Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate That The Products Are The Dietetic Type.			
2090	10125160 Dietetic Foods, Green Beans, Cut Blue Libby, 24/303, Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate That The Products Are The Dietetic Type.	12 Case	11.75	\$ 141.00
2100	10125161 Dietetic Foods, Peach Slices Sysco, 24/303, Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate That The Products Are The Dietetic Type.	8 Case	19.69	\$ 157.52
2110	10125162 Dietetic Foods, Pear Halves Sysco, 24/303, Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate That The Products Are The Dietetic Type.	6 Case	19.96	\$ 119.76
2120	10125163 Dietetic Foods, Peas, Green Libby, 24/303, Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate That The Products Are The Dietetic Type.	12 Case	12.40	\$ 148.80
2130	10125164 Dietetic Foods, Pineapple Slices Dole, 24/#2, Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate That The Products Are The Dietetic Type.	6 Case	26.96	\$ 161.76
2140	10125165 Dietetic Foods, Tomatoes Sysco, 24/303, Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate That The Products Are The Dietetic Type.	4 Case	13.59	\$ 54.36
2150	10125166 Dietetic Foods, Fish, Tuna Sysco, 24/6.5 oz	10 Case	22.75	\$ 227.50

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Item	Material/Description	Target QtyUM	Unit Price	Amount
2160	10125168 Dietetic Foods, Mayonnaise, L/Fat Kraft, 200/ 1/2 oz	8 Case	11.75	\$ 94.00
2170	10125169 Dietetic Foods, Powder Type Sysco, 18/2.75 oz, Dessert Gelatin, Assorted Flavors to include but not limited to strawberry, cherry, raspberry, strawberrybanana, blueberry, orange, green apple, lime, lemon, watermelon, peach, etc., Presweetened W/Nutra Sweet, D-Zerta, Or Splenda. Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate that the Products are the Dietetic Type. Items Yield Must Be Listed.	8 Case	44.40	\$ 355.20
2180	10125170 Dietetic Foods, Pudding Sysco, 12/5 oz, Pudding, Instant, Flavors: Chocolate, Lemon & Vanilla, 1.3 oz, Nutra Sweet Only. Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate That the Products are The Dietetic Type.	1 Case	16.10	\$ 16.10
2190	10125172 Dietetic Foods, Syrup, Individuals Cary, 100/1 oz, , Contain Nutra-Sweet - No Sugar - Not Low Calorie Syrup.	8 Case	16.75	\$ 134.00
2210	10125190 Salad Dressing, Italian, Low Cal Heinz, 60/1.5 oz	8 Case	11.08	\$ 88.64
2220	10125191 Salad Dressing, Thousand Island, Low Cal Heinz, 60/1.5 oz	1 Case	12.00	\$ 12.00
2230	10125192 Salad Dressing, Dry Mix, Ranch, Low Fat Hidden Valley, 12/3.2 oz	6 Case	28.02	\$ 168.12
2240	10125193 Soup, Chicken Noodle, Low Sodium Campbell, 24/7 1/4 oz, Ready To Serve	10 Case	14.65	\$ 146.50

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Item	Material/Description	Target QtyUM	Unit Price	Amount
2250	10125194 Soup, Cream Of Mushroom, Low Sodium Campbell, 24/7 1/4 oz, Ready To Serve	8 Case	13.99	\$ 111.92
2260	10125195 Soup, Tomato, Low Sodium Campbell, 24/7 1/4 oz, Ready To Serve	6 Case	13.74	\$ 82.44
2270	10125196 Soup, Vegetable, Low Sodium Campbell, 24/7 3/4 oz, Ready To Serve	10 Case	14.22	\$ 142.20
2280	10125197 Juice, V-8, Low Sodium V-8, 48/5.5 oz	12 Case	21.86	\$ 262.32
2290	10125205 Tea, Beef, Individual Smither, 200/ 1/3 oz	1 Case	33.10	\$ 33.10
2300	10125206 Tea, Chicken Smither, 200/ 1/3 oz	1 Case	33.10	\$ 33.10
2310	10125207 Tea, Smooth Move, Individual Smither, 200/ 1/3 oz	1 Case	33.10	\$ 33.10
2320	10125208 Bacon, Crumbles, Imitation Sysco, 12/1 lb	16 Case	12.36	\$ 197.76
2330	10125209 Cheese, Parmesan, Grated Sysco, 1 lb	54 Case	3.73	\$ 201.42
2340	10125210 Pecans, Pieces Ellis, 5 lbs	69 Case	24.55	\$ 1,693.95
2350	10125211 Popcorn, Yellow, Hull-Less	315 Case	10.98	\$ 3,458.70

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	Jack Rabbit, 24/1 lb			
2360	10125212 Potatoe, Shoestring, Snack Stacks Butterfield, 6/#10	1 Case	14.45	\$ 14.45
2370	10125213 Shells, Taco, Corn, Round, Deep Fried Mission, 200/bx	300 Case	7.25	\$ 2,175.00
2380	10125215 Vinegar, Distilled, White Shurfine, 1 qt	1 Case	0.69	\$ 0.69
2390	10125189 Salad Dressing, French, Low Cal Heinz, 60/1.5 oz	10 Case	11.99	\$ 119.90

OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.
2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. DISCOUNTS: All cash discounts offered will be taken if earned.
4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. GUARANTY: All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in

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Contact SHELLY DUGGER
Your reference SP-06-0329

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the invitation for bid.

7. AWARD: This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.

8. DELIVERY: The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.

9. BACK ORDERS OR DELAY IN DELIVERY: Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

10. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

11. STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

12. DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

13. VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14. INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15. STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16. ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

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17.OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18.LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19.QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20.DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

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